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Electronically Filed February 10, 2014

8 [Proposed] Counsel for Martifer Aurora Solar, LLC
 and Martifer Solar USA, Inc.

9
 10 **UNITED STATES BANKRUPTCY COURT**

11 **DISTRICT OF NEVADA**

12 In re

13 Case No. BK-S-14-10355-abl and
 14 MARTIFER AURORA SOLAR, LLC, a
 15 Nevada limited liability company,
 16 Affects Martifer Aurora Solar, LLC
 17 Affects Martifer Solar USA, Inc.
 18 Affects all Debtors
 19 Debtor.
 20

21 Jointly Administered under
 22 Case No. BK-S-14-10355-abl
 Chapter 11

23
 24 **APPLICATION FOR ORDER**
AUTHORIZING RETENTION AND
EMPLOYMENT OF WOLF, RIFKIN,
SHAPIRO, SCHULMAN & RABKIN LLP,
AS SPECIAL CALIFORNIA LITIGATION
COUNSEL, NUNC PRO TUNC TO THE
PETITION DATE

25 Hearing Date: March 10, 2014
 26 Hearing Time: 9:30 a.m.

27
 28 Martifer Solar USA, Inc. ("Martifer USA" or "Debtor"), debtor and debtor in possession in the
 above-captioned jointly administered chapter 11 case (the "Chapter 11 Case") respectfully submits this
 application (the "Application") for an order pursuant to sections 327(e), 328, 1107 and 1108 of title 11
 of the United States Code, §§ 101 *et. seq.* (the "Bankruptcy Code"), Rule 2014(a) of the Federal Rules
 of Bankruptcy Procedure (the "Bankruptcy Rules"), Rule 2014 of the Local Bankruptcy Rules for the

1 United States Bankruptcy Court for the District of Nevada (the “Local Rules”), the Verified Statement
 2 of John M. Samberg (“Samberg Verified Statement”) and Declaration of Klaus Bernhart in Support of
 3 Retention of Debtors’ Professionals (“Bernhart Declaration”) filed contemporaneously herewith,
 4 authorizing Debtor to retain and employ the law firm of Wolf, Rifkin, Shapiro, Schulman & Rabkin
 5 LLP, a limited liability partnership (“Wolf Rifkin” or the “Firm”) as special litigation counsel. In
 6 support of the Application, Debtor respectfully represent as follows:

7 BACKGROUND

8 1. On January 21, 2014 (the “Petition Date”), Martifer USA filed a voluntary petition with
 9 this Court for reorganization relief under chapter 11 of title 11 of the United States Code, 11 U.S.C.
 10 §§ 101-1532 (as amended, the “Bankruptcy Code”).

11 2. Debtor is continuing to operate its business and manage its property as debtor in
 12 possession pursuant to Bankruptcy Code Sections 1107(a) and 1108.

13 3. No request has been made for the appointment of a trustee or examiner, and no statutory
 14 committee has been appointed in the Chapter 11 Case.

15 4. Pursuant to an Order [Dkt #72] of the Court entered January 29, 2014, the Chapter 11
 16 Cases were administratively consolidated under the bankruptcy case of Martifer Aurora Solar, LLC
 17 (“Aurora”), case no. BK-14-10355-abl.

18 5. The factual background relating to the Debtor’s commencement of the Chapter 11 Case
 19 is set forth in detail in the Omnibus Declarations of Klaus Bernhart in Support of First Day Motions
 20 [Aurora Dkt ##15, 40] and the Omnibus Declarations of Klaus Bernhart in Support of First Day
 21 Motions [Martifer USA Dkt ##15, 40] (together, the “Omnibus Declarations”), which are incorporated
 22 herein by this reference.

23 JURISDICTION AND VENUE

24 6. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. This
 25 is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A).

26 7. The statutory basis for relief sought herein arises from Bankruptcy Code Sections
 27 327(e), 328, 1107 and 1108, Bankruptcy Rule 2014, and Local Rule 2014.

28 8. Venue of this Chapter 11 Case in this District is proper pursuant to 28 U.S.C. §§ 1408

1 and 1409.

2 **RELIEF REQUESTED**

3 9. By this Application, Debtor seeks an order authorizing the retention and employment of
 4 Wolf Rifkin as special litigation counsel to Debtor to continue representing and Debtor in certain
 5 pending litigation matters in California, as described below, effective as of the Petition Date, in
 6 accordance with Wolf Rifkin's normal hourly rates and reimbursement policies.

7 10. Wolf Rifkin has been counsel for Debtor since August 19, 2013 and has handled various
 8 litigation matters pending in California. *See* Bernhart Declaration, ¶ 70; Samberg Declaration ¶ 6; *see*
 9 *also*, Engagement Agreement attached as **Exhibit 1** to the Samberg Verified Statement ("Engagement
 10 Agreement").

11 11. As of the Petition Date, Wolf Rifkin was handling six (6) pending matters (collectively
 12 referred to as the "Pending Matters") for Debtor. Wolf Rifkin is aware of the factual and legal issues
 13 in each of the pending actions and, if necessary, is the firm best suited to handle any issues related
 14 therein. As such, Wolf Rifkin possesses an understanding of the pending actions that cannot be
 15 duplicated without considerable time and expense to Debtor's estate. *See* Bernhart Declaration, ¶ 71;
 16 *see also*, Samberg Verified Statement, ¶ 6.

17 12. Wolf Rifkin has acted as counsel for Debtor in the following Pending Matters:
 18 (a) Project Restructuring Negotiations- Wolf Rifkin represented Martifer USA pre-petition
 19 in connection with its negotiations related to what was its largest outstanding receivable. As a result of
 20 Wolf Rifkin's efforts, Martifer USA was successful in foregoing litigation related to Martifer USA's
 21 construction of four separate solar photovoltaic projects generally located in the Los Angeles area (the
 22 "Studios Solar Projects"). Litigation related to the projects would not only have been protracted and
 23 costly, but with substantial risk. Instead, Wolf Rifkin's assistance culminated in a settlement
 24 agreement that provided Martifer USA with title to the projects and all related project cash flows.
 25 During the course of the settlement discussions, Wolf Rifkin successfully balanced the interests of all
 26 parties including, without limitation, the interest of several third party sub-contractors and vendor
 27 claimants that had taken to pursuing their mechanics' lien rights. Wolf Rifkin was instrumental in the
 28 successful consummation of the project settlement agreement. Likewise, Wolf Rifkin's intimate

1 familiarity with the parties to the settlement agreement, the parties' backgrounds, and the structure of
 2 the settlement will undoubtedly continue to be of utmost value to Martifer USA's estate as Martifer
 3 USA continues to finalize certain settlement and project related matters.

4 (b) *The Johnson Action*- Wolf Rifkin represented Martifer USA pre-petition in connection
 5 the action entitled *California Power Save, Inc. v. Johnson-Chavez et al.* [Los Angeles County Superior
 6 Court Case No. BC510373](the “*Johnson Action*”). The Johnson Action was filed on May 30, 2013
 7 and related to the Studios Solar Projects. On July 2, 2013, Martifer USA was brought into the Johnson
 8 Action by way of Cross-Complaint wherein Johnson alleged that Martifer USA is somehow a *de facto*
 9 partner of the original developer of the Studios Solar Projects in the origination of the project contracts.
 10 Martifer USA denies these claims. The Johnson Action is set for trial June 23, 2014.

11 (c) *Schletter, Inc.*- Wolf Rifkin represented Martifer USA pre-petition in connection with
 12 its settlement discussions with Schletter, Inc. which disputes arose out of the Studios Solar Projects.
 13 Schletter, Inc. is among various third party sub-contractors that provided material and/or services to the
 14 Studios Solar Projects and remains unpaid. As a result, if negotiations with Schletter and/or these
 15 subcontractors do not result in resolution, litigation may arise.

16 (d) *The Golden State Power Action*- Wolf Rifkin represented Martifer USA pre-petition in
 17 connection with the action filed by Martifer USA entitled *Martifer USA v. Joseph Leo Bork, Gabriel*
18 Oliver Bork and Golden State Solar Power, Inc., et al. [Kern County Superior Court Case No. S-1500-
 19 CV 280885 DRL] (the “*Golden State Power Action*”). The Golden State Power Action relates to
 20 certain solar panels that the defendants in the Golden State Power Action purchased from Martifer
 21 USA and failed to pay for. Martifer USA obtained the issuance of a Temporary Restraining Order
 22 resulting in the return of the bulk of the solar panels that were the subject of the transaction. However,
 23 approximately \$300,000 remains unpaid. Since such time Wolf Rifkin has been conducting settlement
 24 discussions with the defendants in the Golden State Power Action on behalf of Martifer USA. If
 25 unsuccessful, Martifer USA will continue to prosecute the lawsuit.

26 (e) *Cathay Bank*- Cathay Bank filed a complaint against Martifer USA, Martifer Aurora
 27 Solar, LLC Martifer Solar, Inc. and Martifer Solar, S.A. on December 31, 2013 in the matter entitled
 28 *Cathay Bank v. Martifer USA et al.* [Los Angeles Superior Court Case No. SC121853] (the “*Cathay*

1 Bank Action"). Wolf Rifkin did not represent Martifer USA pre-petition in connection with the Cathay
 2 Bank Action. However, Wolf Rifkin met with Cathay Bank on one occasion to discuss the Studios
 3 Solar Projects matters.

4 (f) PGS Action- On January 23, 2014, PGS Construction Corp filed a complaint for
 5 monetary damages and foreclosure of mechanics lien against Martifer USA in the matter entitled *PGS*
 6 *Construction Corp dba Electric Construction Company v. Martifer USA et seq.*, [Los Angeles County
 7 Superior Court Case No. EC062086] (the "PGS Action"). The PGS Action arises out of the Studios
 8 Solar Projects. PGS is allegedly a third party sub-contractors which provided services for the Studios
 9 Solar Projects and which is asserting mechanics lien claims related thereto.

10 Wolf Rifkin filed a notice of commencement of bankruptcy in each of these cases, except for
 11 the Cathay Bank Action.¹ *See also*, Bernhart Declaration, ¶ 72; *see* Samberg Verified Statement, ¶ 7.

12 13. Although, with the exception of the Golden State Power Action, each of the Pending
 13 Matters is currently stayed, Debtor and Wolf Rifkin anticipate representation in connection with the
 14 Studios Solar Projects, The Johnson Action, Schletter, Inc., The Golden State Power Action, PGS
 15 Action and any third party claims/litigation arising out of the Studios Solar Projects. *See also*,
 16 Bernhart Declaration, ¶ 74; *see* Samberg Verified Statement, ¶ 8.

17 14. Debtor selected Wolf Rifkin because the Firm has considerable experience in state court
 18 litigation, mechanics lien rights, and business related disputes. *See* Bernhart Declaration, ¶ 75. Debtor
 19 has determined that in order to ensure adequate representation in the Pending Matters, it is necessary
 20 and in the best interest of Debtor to employ Wolf Rifkin as its litigation counsel to continue advising
 21 and representing it in connection with the Pending Matters and the disputes arising therefrom. *See*
 22 Bernhart Declaration, ¶ 75.

23 15. Debtor is seeking to retain Wolf Rifkin *nunc pro tunc* to the Petition Date.² Such relief
 24 is warranted by the extraordinary circumstances presented by this case. With the exception of the

25
 26 ¹ Fox Rothschild LLP filed a notice of commencement of bankruptcy, on behalf of Debtors, in
 27 the Cathay Bank Action.

28 ² Bankruptcy Courts in the Ninth Circuit possess the equitable power to approve professional
 29 employment *nunc pro tunc*. In re Atkins, 69 F.3d 970, 973-74 (9th Cir. 1995) (citing Halperin v.

1 Cathay Bank Action, Wolf Rifkin prepared and filed notices of commencement of bankruptcy in each
 2 of the Pending Matters, effectively staying such actions so as to provide Debtor with the breathing
 3 room to reorganize its business. Wolf Rifkin's services have also been necessary in negotiating claims
 4 arising out of the Studios Solar Projects. Accordingly, *nunc pro tunc* employment is appropriate under
 5 the circumstances and should be approved. *See* Bernhart Declaration, ¶ 76.

6 **SERVICES TO BE RENDERED**

7 16. Debtor proposes to employ and retain Wolf Rifkin as special litigation counsel to
 8 Debtor with respect to the Pending Matters. *See* Bernhart Declaration, ¶ 77.

9 17. In light of Wolf Rifkin's expertise in this area and prior experience representing Debtor,
 10 Wolf Rifkin is well-qualified to perform the requested services and assist Debtor in the capacity
 11 outlined herein. *See* Bernhart Declaration, ¶ 78.

12 18. Wolf Rifkin will use reasonable efforts to coordinate with Debtor's other professionals
 13 to avoid unnecessary duplication of services. *See* Samberg Verified Statement, ¶ 10.

14 19. Wolf Rifkin has stated its willingness to act as Debtor's special litigation counsel during
 15 the pendency of this Chapter 11 Case. *See* Samberg Verified Statement, ¶ 11.

16 20. The scope of Wolf Rifkin services may be modified from time to time, provided that
 17 Wolf Rifkin and Debtor mutually agree in writing to any such modification and corresponding change
 18 in the fee structure. *See* Samberg Verified Statement, ¶ 12.

19 **PROFESSIONAL COMPENSATION**

20 21. Subject to the Court's approval under Bankruptcy Code sections 330(a) and 331,
 21 compensation to Wolf Rifkin will be payable from Debtor's estate, which shall be liable for such
 22 compensation, on an hourly basis, plus reimbursement of actual, necessary expenses and other charges
 23 incurred by the Firm.

24
 25
 26
 27 Occidental Fin. Group, Inc. (In re Occidental Fin. Group, Inc.), 40 F.3d 1059, 1062 (9th Cir. 1994);
 Okamoto v. THC Fin. Corp. (In re THC Fin. Corp.), 837 F.2d 389, 392 (9th Cir. 1988)).

28

1 22. As is the case with respect to rates charged in non-bankruptcy matters, Wolf Rifkin's
 2 rates are subject to periodic adjustment to reflect economic and other conditions. Wolf Rifkin's current
 3 hourly rates applicable to the principal attorneys and paraprofessionals proposed to represent Debtor
 4 are:

Professional - Title	Hourly Rate
John Samberg, partner (CA, LV, RN Office)- lead Martifer USA counsel in all Wolf Rifkin offices	\$450.00
Elsa Horowitz, partner (CA Office)	\$425.00
Simon Aron, of-counsel (CA Office)	\$450.00
Chris Mixon, associate (RN Office)	\$350.00
Royi Moas, associate (LV office)	\$37500
Josh Shapiro, associate (CA office)	\$395.00
John Narcise, paralegal (CA office)	\$200.00
Noemy Valdez, paralegal (LV office)	\$175.00

13 *See Samberg Verified Statement, ¶ 13.*

14 23. Other attorneys and paraprofessionals will render services to Debtor, as needed.
 15 Generally, Wolf Rifkin's hourly rates for Partners range from \$395.00 to 450.00; for associates, hourly
 16 rates range from \$350.00 to \$395.00; for paralegals, hourly rates range from \$175.00 to \$200.00. *See*
 17 Samberg Verified Statement, ¶ 14.

18 24. There is no agreement of any nature, other than with respect to the attorneys at Wolf
 19 Rifkin and payment of any contract attorneys utilized by Wolf Rifkin, as to the sharing of
 20 compensation to be paid to Wolf Rifkin. *See Samberg Verified Statement, ¶ 15.*

21 25. Wolf Rifkin will seek compensation for its fees and expenses incurred on behalf of
 22 Debtor, consistent with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the United States
 23 Trustee Guidelines, and any applicable rules or orders of this Court, from Debtor's estate. *See*
 24 Samberg Verified Statement, ¶ 16.

25 26. Debtor respectfully submits that the proposed fee arrangement with Wolf Rifkin, as set
 26 forth above, is reasonable in light of (i) industry practice and similar to market rates both in and out of
 27 Chapter 11 proceedings, (ii) Wolf Rifkin's experience in general and with Debtor's business, in
 28

1 particular, and (iii) work to be performed pursuant to its retention. Debtor believes that, given the
 2 nature of the legal services to be provided by Wolf Rifkin, the proposed compensation arrangement is
 3 both fair and reasonable. *See Bernhart Declaration, ¶ 79.*

NO ADVERSE INTEREST

5 27. Pursuant to section 327(e) of the Bankruptcy Code, a debtor may employ an attorney
 6 “for a specified special purpose” where such representation would be in the best interests of the
 7 debtor’s estate and the attorney “does not represent or hold any interest adverse to the debtor with
 8 respect to the matter on which such attorney is to be employed.” 11 U.S.C. § 327(e).

9 28. In connection with its potential retention by Debtor, Wolf Rifkin conducted an
 10 investigation to ascertain conflicts and connections with certain parties in interest in the Chapter 11
 11 Cases. Samberg Verified Statement, ¶19. Specifically, and as detailed in the Samberg Verified
 12 Statement, Wolf Rifkin was provided a list of all creditors of Debtors, Debtors’ directors and officers,
 13 the counter parties to all contracts with Debtors other than counter parties to non-disclosure
 14 agreements, Debtors’ stockholders, parties to pending litigation with Debtors, the Bankruptcy Judges
 15 for the District of Nevada, the employees of the Office of the United States Trustee for the District of
 16 Nevada, and other professionals in the case or proposed to be retained by the Debtors (the “Connection
 17 Parties”). Samberg Verified Statement, ¶19.

18 29. Wolf Rifkin has conducted a thorough search of the Connection Parties using its
 19 computerized conflicts check system, based on the list of Connection Parties received to date from
 20 Debtor, and Wolf Rifkin attorneys have made diligent efforts to search the Firm’s records and
 21 assemble pertinent information for purposes of the Samberg Verified Statement with respect to Wolf
 22 Rifkin’s connection with the Connection Parties. Samberg Verified Statement, ¶20. If Debtor
 23 supplements this information, Wolf Rifkin will run an updated conflict search and file a supplement to
 24 the Samberg Verified Statement. Samberg Verified Statement, ¶20.

25 30. Except as set forth in the Samberg Verified Statement, the Debtor has determined that
 26 Wolf Rifkin does not hold or represent any interest adverse to the Debtors or their estates with respect
 27 to the matters on which Wolf Rifkin is to be employed. Samberg Verified Statement, ¶21. In the event
 28 that any conflicts arise on the matters on which Wolf Rifkin is to be retained, either Wolf Rifkin will

1 obtain appropriate waivers or the Debtors will engage special conflicts counsel and Wolf Rifkin will
 2 file a supplement to the Samberg Verified Statement. Samberg Verified Statement, ¶21.

3 31. Wolf Rifkin is not aware of any connection of the Firm, its partners, or employees with
 4 the Office of the United States Trustee or its employees. Samberg Verified Statement, ¶22.

5 32. Given that Wolf Rifkin represented Debtor prepetition, Wolf Rifkin received payments
 6 in the ordinary course of its representation. Within 90 days of the Petition Date, Wolf Rifkin received
 7 payments from a third party on behalf of the Debtor as follows:

8 (a) Payment of \$70,006.64 received from Martifer Solar, Inc. on 12/31/2013 and
 9 applied to the outstanding Martifer USA balance; and

10 (b) Payment of \$30,000.00 received from Martifer Solar, Inc. on 1/21/2014 and
 11 applied to the outstanding Martifer USA balance.

12 Samberg Verified Statement, ¶23.

13 33. Wolf Rifkin has a claim against Debtors for unpaid fees and expenses incurred prior to
 14 the Petition Date in the amount of \$57,827.61.³ See Samberg Verified Statement, ¶24.

15 34. Wolf Rifkin is not currently holding a retainer paid by the Debtor more than 90 days
 16 before the Petition Date. See Samberg Verified Statement, ¶ 25.

17 35. However, Wolf Rifkin is currently holding in its client trust account a payment of
 18 \$13,810.37 it received from Martifer USA pre-petition on January 17, 2013. See Samberg Verified
 19 Statement, ¶ 26.

21 ³ This, however, does not disqualify Wolf Rifkin from employment as special counsel. “[A] claim for pre-petition fees will not, as a general matter, disqualify special counsel under Section 22 327(e).” *In re EBW Laser, Inc.*, 333 B.R. 351, 359 (Bankr. M.D.N.C. 2005). “Section 327(e) contains 23 less restrictive requirements than Section 327(a) which governs the employment of general counsel as 24 there is no requirement of disinterestedness.” *In re Film Ventures Int’l, Inc.*, 75 B.R. 250, 252 (B.A.P. 25 9th Cir. 1987); *In re Albert*, 206 B.R. 636, 642 n.7 (Bankr. D. Mass. 1997) (“Although the Court has 26 found that [attorney] holds a prepetition claim, he may still be employed [as special counsel]. The 27 disinterestedness requirement contained in § 327(a) is not applicable to [special counsel]. Instead, pursuant to § 327(c) and (e), the court need only determine whether [attorney] holds an interest adverse 28 to the estate.”); Collier on Bankruptcy (15th ed. rev.) ¶ 327.04[9][d] (“[T]he ‘disinterested’ test of section 327(a) does not apply to section 327(e) because the attorney may, in fact, be a creditor of the debtor for fees related to such prepetition representation of the debtor.”).

NOTICE

36. Notice of this Application has been served on (i) the Office of the United States Trustee; (ii) counsel for Cathay Bank; (iii) Debtors' 20 largest unsecured creditors; (iv) those governmental agencies required to receive notice under Bankruptcy Rule 5003(e); and (v) any parties who have requested notice in these Chapter 11 Cases. Debtor respectfully submits that such notice is appropriate under the circumstances and that no other or further notice is necessary or required.

NO PRIOR APPLICATION

37. No previous application for the relief requested herein has been made to this Court or any other court. Samberg Declaration, ¶ 28.

CONCLUSION

38. WHEREFORE, Debtor respectfully requests entry of an order authorizing the relief requested herein, substantially in the form attached hereto as **Exhibit A**, and granting Debtor such other and further relief as is just and proper.

DATED this 10th day of February 2014.

MARTIFER SOLAR USA, INC.,

By /s/Klaus Bernhart
KLAUS BERNHART

Respectfully submitted by:

FOX ROTHSCHILD LLP

By */s/Brett Axelrod*

Nevada Bar No. 3839
MICHAELA RUSTIA MOORE

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posed] Counsel for Martif

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1 EXHIBIT A
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3
4
5

6 *PROPOSED FORM OF ORDER*

7 BRETT A. AXELROD, ESQ.
8 Nevada Bar No. 5859
9 MICHAELA RUSTIA MOORE, ESQ.
10 Nevada Bar No. 9676

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17 [Proposed] Counsel for Martifer Aurora Solar, LLC
18 and Martifer Solar USA, Inc.

19 UNITED STATES BANKRUPTCY COURT

20 DISTRICT OF NEVADA

21 In re

22 MARTIFER AURORA SOLAR, LLC, a
23 Nevada limited liability company,

- 24 Affects Martifer Aurora Solar, LLC
25 Affects Martifer Solar USA, Inc.
26 Affects all Debtors

27 Debtor.

28 Case No. BK-S-14-10355-abl and
BK-S-14-10357-abl

Jointly Administered under
Case No. BK-S-14-10355-abl

Chapter 11

ORDER AUTHORIZING RETENTION
AND EMPLOYMENT OF WOLF, RIFKIN,
SHAPIRO, SCHULMAN & RABKIN LLP
AS CALIFORNIA LITIGATION
COUNSEL NUNC PRO TUNC TO THE
PETITION DATE

Hearing Date: March 10, 2014
Hearing Time: 9:30 a.m.

1 The Court, having reviewed and considered the Application for an Order Authorizing
 2 Retention and Employment of Wolf, Rifkin, Shapiro, Schulman & Rabkin LLP (“Wolf Rifkin”) as
 3 Special California Litigation Counsel, *Nunc Pro Tunc* to the Petition Date (the “Application”),¹ filed
 4 on February 10, 2014 by Martifer Solar USA, Inc. (“Martifer USA” or “Debtor”), debtor and debtor in
 5 possession in the above-captioned jointly administered chapter 11 case (the “Chapter 11 Case”), the
 6 Verified Statement of John M. Samberg in Support of the Application (the “Samberg Verified
 7 Statement”), the Declaration of Klaus Bernhart in Support of Retention of Debtors’ Professionals (the
 8 “Bernhart Declaration”); and with all other findings set forth in the record at the hearing noted above
 9 incorporated herein, pursuant to Fed. R. Bankr. P. 7052; and it appearing that this Court has
 10 jurisdiction to consider the Application pursuant to 28 U.S.C. §§ 157 and 1334; it appearing that
 11 venue of this Chapter 11 Case and the Application in this District is proper pursuant to 28 U.S.C. §§
 12 1408 and 1409; and it appearing that this matter is a core proceeding pursuant to 28 U.S.C. § 157(b);
 13 the Court hereby finds (1) notice of the Application was good and sufficient as provided therein and
 14 under the circumstances; (2) Wolf Rifkin does not represent or hold any interest adverse to the Debtor
 15 with respect to the matter on which such attorney is to be employed, and being employed as Debtor’s
 16 special litigation counsel is necessary and in the best interests of Debtor and its estate; and (3) good
 17 cause exists to approve the retention and employment of Wolf Rifkin.

18 **NOW, THEREFORE, IT IS HEREBY ORDERED THAT:**

- 19 1. The Application is GRANTED in all respects.
 20 2. Pursuant to 11 U.S.C. §§ 327(e) and Rule 2014(a) of the Federal Rules of Bankruptcy
 21 Procedure, Debtor is authorized to retain and employ Wolf Rifkin as special litigation counsel *nunc pro*
 22 *tunc* to the Petition Date, to perform the services set forth in the Application and under the terms of the
 23 Engagement Agreement attached as **Exhibit 1** to the Samberg Verified Statement.
 24 3. Wolf Rifkin shall be compensated from Debtor’s estate in accordance with the
 25 procedures set forth in the Application, 11 U.S.C. §§ 330 and 331, the Bankruptcy Rules, the Local
 26 Bankruptcy Rules and Orders of this Court.

27 ¹ All capitalized terms not otherwise defined herein shall have the same meaning ascribed in the
 28 Application.

1 4. The terms of this Order shall be immediately effective and enforceable upon its entry.
2
3

3 Prepared and respectfully submitted by:

4 **FOX ROTHSCHILD LLP**

5 By _____

6 BRETT A. AXELROD, ESQ.

7 Nevada Bar No. 5859

8 MICAELA RUSTIA MOORE, ESQ.

9 Nevada Bar No. 11057

10 3800 Howard Hughes Parkway, Suite 500

11 Las Vegas, Nevada 89169

12 *[Proposed] Counsel for Martifer Solar USA, Inc.*

13 *and Martifer Aurora Solar, LLC*

14 APPROVED/DISAPPROVED:

15 **OFFICE OF THE UNITED STATES TRUSTEE**

16 By _____

17 J. Michal Bloom

18 Trial Attorney for Acting U.S. Trustee,

19 Tracy Hope Davis

1 **CERTIFICATION OF COUNSEL PURSUANT TO LOCAL RULE 9021**

2 In accordance with Local Rule 9021, counsel submitting this document certifies that the order
3 accurately reflects the court's ruling and that:

- 4 The Court has waived the requirement set forth in LR 9021(b)(1).
- 5 No party appeared at the hearing or filed an objection to the motion.
- 6 I have delivered a copy of this proposed order to all counsel who
7 appeared at the hearing, and any unrepresented parties who appeared at
8 the hearing, and each has approved or disapproved the order, or failed to
 respond, as indicated below:
- 9
- 10 I certify that this is a case under Chapter 7 or 13, that I have served a
11 copy of this order with the motion, pursuant to LR 9014(g), and that no
 party has objected to the form or content of the order.

12 # # #

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